

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JOHN FOURNIER III,
ALLEN KOSKELLA and
DEREK WYRICK,

Case No. 19-11899

Plaintiffs,

Hon. Sean F. Cox

v

DOWNRIVER UTILITY CONSTRUCTION,
INC., ALICIA CLOSE and JASON CLOSE,

Defendants.

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**STIPULATED ORDER FOR
APPROVAL OF SETTLEMENT AGREEMENT**

WHEREAS, Plaintiffs filed this action against Defendants alleging claims of failure to pay overtime in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and the Michigan Workforce Opportunity Wage Act (“WOWA”), MCL § 408.411, *et seq.*

WHEREAS, Defendants deny the allegations in the Complaint and any other alleged violations of law.

WHEREAS, the Parties have agreed upon a settlement amount and the material settlement terms and have executed a Settlement Agreement and Release.

WHEREAS, the Parties contend that judicial approval of the Parties' Settlement Agreement and Release is necessary in order for it to be enforceable, in particular with regard to the settlement and release of Plaintiff's FLSA claims. *See Lynn's Food Stores v. U.S.*, 679 F.2d 1350 (11th Cir. 1982); *see also Lakosky v. Disc. Tire Co.*, No. 14-13362, 2015 WL 4617186 (E.D. Mich. July 31, 2015) (Cox, J.); *Robinson v. Sheppard Performance Grp., Inc.*, No. 19-12228, 2020 WL 619603 (E.D. Mich. Feb. 10, 2020) (Borman, J.).

WHEREAS, the Parties have submitted the Settlement Agreement and Release to the Court for the Court's in camera review and approval.

WHEREAS, the Parties' Settlement Agreement and Release represents a reasonable compromise of Plaintiffs' claims, which the Parties recognize would otherwise require extensive litigation to determine. The Settlement Agreement was negotiated on behalf of the Parties by counsel experienced in employment claims, including under the FLSA. Both the Parties and their respective counsel agree that the Settlement Agreement and Release, as submitted, is in the best interest of all Parties. Further, the Settlement Agreement and Release fairly and reasonably

comprises each Party's interests, benefits and rights. *See Lynn's Food Stores, Inc.*, 679 F.2d at 1354; *Lakosky*, at *2; *Robinson*, at *2.

WHEREAS, the Court, after having conducted an in camera review of the Settlement Agreement and Release and being satisfied that it is a fair and reasonable settlement of Plaintiffs' claims, and the Court being otherwise fully advised in the premises.

IT IS HEREBY ORDERED that the Settlement Agreement and Release be and is approved, as submitted.

IT IS SO ORDERED.

Dated: April 14, 2020

s/Sean F. Cox

Sean F. Cox

U. S. District Judge

Approved as to form and substance:

/s/ Caitlin E. Malhiot (with consent)

Caitlin E. Malhiot (P76606)

Attorney for Plaintiffs

/s/ William R. Thomas

William R. Thomas (P77760)

Attorney for Defendants

Dated: March 18, 2020